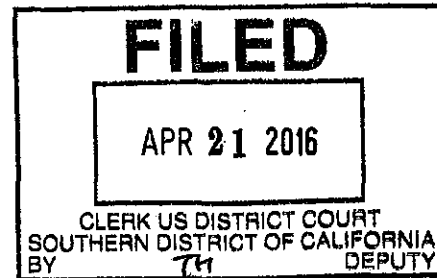


1 Anton Ewing  
2 3077 Clairemont Drive #372  
3 San Diego, CA 92117  
4 619-719-9640  
5 anton@antonewing.com



6 Plaintiff In Pro Per

7 **THE UNITED STATES FEDERAL DISTRICT COURT**  
8 **SOUTHERN DISTRICT OF CALIFORNIA**

9  
10  
11 ANTON EWING,

12 Plaintiff,

13 Vs.

14 Lend Mark Capital Group Inc., a New  
15 York corporation,  
16 Membar Inc., a New York corporation,  
17 Alex Kofman individual et al.  
18 DOES 1-100;  
ABC CORPORATIONS 1-100;  
XYZ, LLC's 1-100.

19 Defendants

Civil Case No.

**16CV0967 BAS NLS**

**COMPLAINT FOR VIOLATIONS  
OF CALIFORNIA'S INVASION OF  
PRIVACY ACT, CAL. PENAL  
CODE SECTION 630, ET SEQ.;  
18 U.S.C. §1964(c) RICO;  
47U.S.C. §227 TCPA – ROBO SPAM  
CALLER,  
FRAUD;  
B&P §17200 – UNFAIR BUSINESS  
PRACTICES ACT**

**Judge:**

**DEMAND FOR JURY TRIAL**

21  
22 Plaintiff Anton Ewing ("Plaintiff"), on behalf of himself (in propria  
23 persona), alleges as follows against defendants, Lend Mark Capital Group Inc., a  
24 New York corporation (herein "LENDMARK"), Membar Inc., a New York  
25 corporation (herein "MEMBAR"), Alex Kofman an individual (herein

1 "KOFMAN"), (Collectively herein "MEMBAR RACKATEERS"), DOES 1-100,  
2 ABC CORPORATIONS 1-100, and XYZ, LLC's 1-100.

3 Plaintiff has never had any prior business relationship with any of the  
4 Defendants. Plaintiff's cellular telephone number 619-719-9640 is a private  
5 personal cellular telephone number.  
6

### 7 **JURISDICTION TO HEAR THIS COMPLAINT IN STATE COURT**

8 Plaintiff Anton EWING (herein "EWING") brings this action for multiple  
9 violations of California's Privacy Act and California Penal §630, et seq. by  
10 Defendants as hereinafter described. The causes of action are, in large part, state  
11 law violations regarding illegal recording, unfair business practices, fraud, and  
12 robo-dialing. In addition, Defendants have violated 48 U.S. C. §227.  
13

### 14 **Standard Applicable to a Preliminary Injunction**

15 To demonstrate his entitlement to a preliminary injunction, Plaintiff EWING  
16 must show (a) that he will suffer irreparable harm and (b) either (i) a likelihood of  
17 success on the merits or (ii) sufficiently serious questions going to the merits to  
18 make them a fair ground for litigation and a balance of hardships tipping decidedly  
19 in Plaintiffs' favor.  
20  
21

22 This Court has personal and subject matter jurisdiction and venue over state  
23 law claims and may hear pendant federal law violations.  
24  
25

1 The Court is requested to enter an order for preliminary injunction to  
2 prohibit Defendants from calling or spamming Plaintiff and to prohibit Defendants  
3 from selling his personal confidential information to third parties.

#### 4 **FICTITIOUS DEFENDANTS**

5 Does 1-100, ABC Corporations 1-100 and XYZ, LLC's 1-100, are each sued  
6 fictitiously because their true names are currently unknown but leave to amend is  
7 hereby reserved and amendment will be made to properly name said defendants as  
8 soon as discovery allows therefor.  
9  
10  
11

#### 12 **GENERAL ALLEGATIONS & CORPORATE BACKGROUND**

13 1. Plaintiff Anton Ewing is a U.S. citizen and a resident of the City of  
14 San Diego, County of San Diego, State of California.  
15

16 2. Defendant LENDMARK, is a corporation formed by the Secretary of  
17 State of New York and was registered to do business in New York on or about  
18 May 1, 2013. LENDMARK purposefully directed its activities into California and  
19 has availed itself of the benefits and protections of California law. No defendant  
20 listed or named in this lawsuit has ever obtained a California Finance Lender  
21 license. This action arises out of Defendants' violations of California's Invasion  
22 of Privacy Act, Cal. Penal Code §630, *et seq.* ("CIPA"), which prohibits the  
23 recording of confidential communications without the consent of all parties to the  
24  
25

1 conversation as well as violations of Racketeering Influence and Corrupt  
2 Organizations Act, 18 U.S.C. §1964 and the Telephone Consumer Protection Act,  
3 47 U.S.C. §227. Additionally, as a pendant claim, Defendants have violated  
4 California Public Utility Code section 2873 by using an automated dialer and  
5 automated answering device to call Plaintiff.  
6

7 3. During the period relevant herein and continuing presently, Defendant  
8 LENDMARK was and continues to be the alter ego of Defendant KOFMAN and  
9 MEMBAR for vicarious liability purposes. Notwithstanding, each defendant is  
10 and was a co-conspirator with each of the others.  
11

12 4. On April 19, 2016 Defendant LENDMARK, or one of its employees,  
13 agents or contractors at its direction and control, called Plaintiff from 877-404-  
14 4710 on Plaintiff's personal cellular telephone at 619-719-9640 for which EWING  
15 has expressly informed the public to not make solicitation calls via national do-not-  
16 call list registration as well as other public warnings. A personal cellular phone is  
17 not even required to be listed on the National Do Not Call list in order to receive  
18 protection from spam telemarketers.  
19  
20

21 5. During the period relevant herein, MEMBAR RACKETEER  
22 defendants were a provider of information technology and centralized operational  
23 and back-end support services to LENDMARK, and all of its subsidiaries. As such,  
24 the MEMBAR RACKETEERS provided the infrastructure for dialing and  
25

1 recording the calls at issue in this litigation. The MEMBAR RACKETEERS use  
2 automated telephone dialing systems and recording devices at the direction of the  
3 MEMBAR RACKETEERS, and its relevant subsidiaries. The MEMBAR  
4 RACKETEERS also managed the call centers and telephony architecture and  
5 telephone recordings for the enterprise, and its subsidiaries, including Defendant  
6 LENDMARK. The MEMBAR RACKETEERS continue to manage call centers  
7 and recordings on behalf of the racketeering enterprise business. Defendant  
8 LENDMARK is technologically sophisticated and employs this high level of  
9 knowledge and know-how to run its criminal syndicate.  
10  
11

12 6. Moreover, LENDMARK continues to monitor and record telephone  
13 calls to California residents, including Plaintiff.  
14

15 7. During the relevant period herein, thousands of telephone calls with  
16 Individuals in California were recorded by the LENDMARK telephone systems at  
17 the direction of each of the other Defendants.  
18

### 19 JURISDICTION

20 8. Jurisdiction is proper under federal question jurisdiction as a result of  
21 violations of RICO (18 USC 1962) and 47 USC §227 for spam calling Plaintiff's  
22 cellular telephone listed on the national Do Not Call list more than 31 days prior to  
23 the offending calls. Thus US Supreme Court has held in the *Mims* case that TCPA  
24 calls are able to be filed and heard in federal district courts. This Honorable Court  
25

1 has subject matter jurisdiction over Plaintiffs' TCPA claims pursuant to 28 U.S.C.  
2 § 1331 because Plaintiffs' TCPA claims arise under the laws of the United States,  
3 specifically 47 U.S.C. § 227.

#### 4 **VENUE**

5  
6 9. Venue is proper in San Diego County because Plaintiff resides in this  
7 District and a substantial part of the events giving rise to Plaintiff's claims  
8 occurred in San Diego County. Each of the Defendants has sufficient minimum  
9 contacts with San Diego County and the State of California, and otherwise  
10 purposely avail themselves of the markets in this state. Defendants knew, then  
11 they were intentionally and purposefully calling area code 619, that they were  
12 directing their illegal activities into San Diego county, in the state of California.  
13

#### 14 **PARTIES**

15  
16 10. Plaintiff ANTON A. EWING is a resident of San Diego County,  
17 California whose confidential telephone communications were unlawfully recorded  
18 by the MEMBAR RACKETEER defendants during the period relevant herein.  
19 Plaintiff EWING had placed his telephone number for his cellular phone on the Do  
20 Not Call registry in 2012. On April 19, 2016, Plaintiff EWING was knowingly and  
21 intentionally called by the LENDMARK Defendants based on a telephone listed  
22 obtained by the MEMBAR RACKETEERS.  
23  
24  
25

**Defendants**

1  
2 11. Upon information and belief, Defendant LENDMARK is located on  
3 2340 86<sup>th</sup> St. 2<sup>nd</sup> Floor Brooklyn, New York.

4 12. Plaintiff is informed and believes, and therefore alleges, that  
5 Defendant MEMBAR RACKETEERS owned the call centers that were used to  
6 make the non-consensual recordings of confidential communications that are at the  
7 core of this matter. MEMBAR RACKETEERS also supervised and conducted the  
8 internal affairs and daily business operations of Defendant MEMBAR  
9 RACKETEERS in such a way as to treat all of its subsidiaries, including  
10 LENDMARK as their alter ego, by engaging in conduct, acts or omissions  
11 including controlling Defendant MEMBAR RACKETEERS to such a degree as to  
12 render LENDMARK a mere instrumentality of Defendant MEMBAR  
13 RACKETEERS. Defendant LENDMARK, its agents and employees constitute a  
14 racketeering enterprise. Said enterprise used and employed the wires of the United  
15 State of America to engage in fraudulent and criminal activity by calling Plaintiff's  
16 California cellular telephone. These calls crossed state lines and thus constitute the  
17 predicate act of wire fraud in that Defendants used the telephone infrastructure of  
18 the United States to commit their interstate criminal activities that were continuous  
19 and ongoing for several years. Defendant is in the business of illegally selling lists  
20 of names of persons on the National Do Not Call list so that those persons get and  
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1 receive calls from spammers and telemarketers. Defendant LENDMARK knows  
2 that all of the calls made are recorded without permission or proper disclosure of  
3 the recording.

4 13. Plaintiff is informed and believes, and therefore alleges, that  
5 defendant MEMBAR RACKETEERS' comprehensive right to control is sufficient  
6 to meet the agency standard under California law.

7 14. During the relevant period described herein, Defendants each aided  
8 and abetted, encouraged and rendered substantial assistance to each other in  
9 furthering the CIPA and RICO violations. In addition to acting on their own behalf  
10 individually, Defendants, each of them, are and were acting as the agent, alter ego,  
11 servant, employee, joint venturer, and representative of, and with the knowledge,  
12 consent and permission of, and in concert with the other defendants. The actions  
13 of the defendants as described in this complaint all fall within the course, scope,  
14 and authority of the agency, service, and employment relationships that exist  
15 between the defendants, and as such, create joint ventures between all of the  
16 defendants to the extent that binding legal relationships do not already exist. The  
17 actions and representations of Defendants constitute a conspiracy on the part of  
18 Defendants for the purpose of such actions and representations made to the  
19 Plaintiff of this cause of action. The MEMBAR RACKETEERS illegally and  
20 unlawfully engaged in the conduct of an enterprise through a pattern of  
21  
22  
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1 racketeering activity. Said conduct occurred over an extended period of time so as  
2 to form a pattern. The enterprise consisted of Defendants LENDMARK,  
3 MEMBAR, KOFMAN and each fictitiously named defendant. The enterprise was  
4 controlled, operated, directed and managed by Defendants KOFMAN and other  
5 persons that are yet to be determined and remain unknown as of the time of filing  
6 this Complaint. The racketeering activity consisted of the making of threats,  
7 extortion, wire fraud, mail fraud, and violations of California criminal laws,  
8 including illegal recording of Plaintiff's calls. Each of the above stated acts by  
9 Defendant LENDMARK (who called Plaintiff multiple times) and co-conspirators  
10 Defendants KOFMAN and MEMBAR, constitute racketeering activity indictable  
11 pursuant to 18 USC §1962, et seq. Defendant LENDMARK has also violated  
12 California's racketeering statute (PC §186 et seq), which is hereby incorporated by  
13 this reference as if fully set forth herein. This state law racketeering claim is a  
14 pendant claim that may be heard by the federal district court alongside the federal  
15 question causes of action. Defendants LENDMARK, KOFMAN and MEMBAR  
16 are no doubt engaging in organized crime.

17  
18 Wire Fraud under 18 USC §1343 is when Defendant LENDMARK, having  
19 devised or intending to devise any scheme or artifice to defraud, or for obtaining  
20 money or property by means of false or fraudulent pretenses, representations, or  
21 promises, transmitted or caused to be transmitted by means of wire, radio, or  
22  
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1 television communication in interstate or foreign commerce, any writings, signs,  
2 signals, pictures, or sounds for the purpose of executing such scheme or artifice. In  
3 this case Defendant LENDMARK called Plaintiff personally and caused Plaintiff  
4 to be called and recorded in violation of California's criminal law. Defendant  
5 LENDMARK's call constituted a scheme and artifice to defraud Plaintiff and to  
6 obtain money and property from Plaintiff. Defendant LENDMARK attempted to  
7 get Plaintiff to send them money. The calls were transmitted by means of wires in  
8 interstate commerce through the telephone and internet lines of the United States.  
9 Defendant LENDMARK's calls also constituted threats and extortion using the  
10 wires of the United States. Defendant LENDMARK made two or more calls to  
11 Plaintiff to engage in wire fraud, extortion and threats. Further, the sheer volume  
12 of terrorist threats made by Kofman in his emails to Plaintiff from his email  
13 address at [alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com) on April 19, 20 and 21<sup>st</sup> of 2016 is beyond  
14 imagination and completely out of the realm of normal behavior. For purposes of  
15 the particularity requirement, Defendant LENDMARK called on April 19, 2016 to  
16 619-719-9640 at 1:00 PM. MEMBAR RACKETEERS are clearly the type of  
17 racketeer that Congress intended to stop when it passed the RICO law some 40  
18 years ago.  
19  
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1                   **FACTUAL ALLEGATIONS REGARDING CONFIDENTIAL**  
2                   **TELEPHONIC COMMUNICATIONS WITH PLAINTIFF**

3           15.   On April 19, 2016, plaintiff EWING was called by LENDMARK and  
4 engaged plaintiff EWING in confidential telephone communications. To the best  
5 of plaintiff EWING's recollection, he spoke to LENDMARK's personnel several  
6 times in addition to being called by the LENDMARK's robotic ATDS telephone  
7 dialing system. On any of the occasions when Plaintiff spoke telephonically with  
8 MEMBAR RACKETEER Defendants' personnel, Plaintiff EWING was not  
9 advised at the outset of the calls that the calls might be recorded by MEMBAR  
10 RACKETEERS Defendants. In light of the sensitive nature of the personal and  
11 confidential information being discussed during the telephone calls, Plaintiff  
12 EWING had an objectively reasonable expectation of privacy – in that he  
13 reasonably expected that the conversations were not being overheard, monitored  
14 and/or recorded. Defendant MEMBAR RACKETEERS refused to provide  
15 Plaintiff with a written copy of its do not call policy and refused to take Plaintiff's  
16 name and number off the telemarketing list.

17                   **DEFENDANTS' IMPROPER AND ILLEGAL**  
18                   **RECORDING POLICIES AND PRACTICES**

19           16.   Defendants' policies and practices, during the period relevant herein  
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1 and continuing to the present, were to record confidential telephonic  
2 communications with California individuals, without advising them at the outset of  
3 each telephone call that it is being recorded, in violation of California Penal Code  
4 §630, *et seq.*

5  
6 17. The MEMBAR RACKETEER Defendants did not obtain consent to  
7 record any of the telephone conversations prior to the time they recorded the calls.

8 18. MEMBAR RACKETEERS designed and implemented an extensive  
9 call center system for the thousands of consumer transactions serviced by its  
10 various affiliates and subsidiaries. During the times relevant to the CIPA claims  
11 made herein, the system included 3 domestic and international call centers from  
12 which customer calls are placed and received on behalf of MEMBAR  
13 RACKETEERS business units.  
14

15  
16 19. MEMBAR RACKETEERS operate, implement and manage the  
17 architecture and infrastructure necessary to meet the call recording strategies set by  
18 MEMBAR RACKETEERS Defendants. At the direction of the relevant business  
19 unit subsidiary of MEMBAR RACKETEERS, MEMBAR RACKETEERS's  
20 infrastructure dialed telephone numbers to California individuals and recorded the  
21 telephone calls. The volume of calls was extraordinary. At each call center,  
22 defendant MEMBAR RACKETEERS used databases and servers to store and  
23 retrieve the recordings.  
24  
25

1           20.   MEMBAR RACKETEERS continue to maintain call centers and  
2   oversee recordings in connection with MEMBAR RACKETEERS's line of  
3   business. Plaintiff will seek, demand and argue for punitive damages at trial herein  
4   to send a message to Defendants and others similarly situated that violation of  
5   California's criminal and federal harassment laws are not allowed.  
6

7           21.   The central automated telephone dialing system ("ATDS") was, and  
8   currently continues to be, used by Defendants to initiate up to two thousand calls a  
9   day. The ATDS is used by all the subsidiaries of MEMBAR RACKETEERS.  
10   Approximately 10% or 1,000 of these calls were made to California consumers.  
11   Defendants' policy and practice was to set the ATDS to call the consumer's home,  
12   business, and cellular telephones up to five times a day. Depending on the  
13   instructions given by each business unit, 15%-20% of all of the telephone calls (at  
14   times up to 100% of the calls in certain businesses) were set to record by  
15   MEMBAR RACKETEERS and recorded, using a centralized call recording  
16   hardware and software. Recording began when the customer was connected with a  
17   call center agent.  
18  
19  
20

21           22.   Defendants together strategically managed the ATDS to maximize  
22   resources, i.e., by employing a consistent process across the businesses for  
23   determining how and when calls would be made through the ATDS and scoring or  
24   rating the calls for advance treatment through the ATDS.  
25

1           23.   MEMBAR RACKETEERS's businesses directly loaded customer  
2 information onto MEMBAR RACKETEERS's "mainframe" or "back-end"  
3 computer system, which includes the ATDS. During the day, accounts would be  
4 loaded into dialer tables, and the tables would then be run through the dialer. Once  
5 the ATDS would initiate the call, and a customer would answer, MEMBAR  
6 RACKETEERS's "automated call distributor" would then route the call to an  
7 available agent. Defendants called Plaintiff EWING at 619-719-9640, his personal  
8 cellular telephone. Plaintiff EWING was physically present in California during  
9 each and every illegally recorded telephone conversation alleged herein. At the  
10 same time the call was routed, the agent received the customer's information on a  
11 computer screen. If a recording of the telephone communications was going to be  
12 made by the recording system, the recording would begin when the MEMBAR  
13 RACKETEER Defendants' agent picked up the call. The agents do not have the  
14 ability to stop or start call recording. The agents do not know which calls are being  
15 recorded. An employee of MEMBAR RACKETEERS stated that all calls are  
16 recorded and there is no warning or disclosure of such recording to the consumer.

21           24.   With respect to whether the telephone agents themselves provide the  
22 call recipients with a verbal advisement that the call may be recorded, Defendants  
23 admit to a policy whereby the agents *do not provide any advisement* to customers  
24 that the calls are being recorded.  
25

1           25. For calls related to the MEMBAR RACKETEERS business,  
2 Defendants are required, pursuant to California Penal Code §630 et seq., to give a  
3 verbal advisory that the call is being recorded before speaking to a customer. The  
4 MEMBAR RACKETEERS Defendants have previously admitted that based on an  
5 evaluation of a sample set of recordings, a verbal advisory was not given.  
6

7           26. CIPA prohibits the recording of communications without first  
8 obtaining the consent of all parties to the conversation. Cal. Penal Code §632. PC  
9 Section 632.7 does not require that a communication be confidential in order to be  
10 provided protection from interception or recording. The text of the section notably  
11 contains no reference to “confidential communications;” moreover, more than just  
12 confidential communications are protected. ALL communications that are recorded  
13 without the consent of both parties to the communication are protected.  
14  
15

16           The right protected by Section 632 is not against the betrayal of a party’s  
17 confidence by the other party. Rather, Section 632 protects against simultaneous  
18 dissemination to an unannounced second auditor without the party’s consent. Any  
19 communication, regardless of the intimacy of the facts discussed, that is recorded  
20 devoid of notice of recordation, is a violation of California law.  
21

22           27. Under California law, the term “confidential communication” includes  
23 any communication carried on in circumstances that may reasonably indicate that  
24 any party to the communication desires it to be confined to the parties thereto. Cal.  
25

1 Pen. Code §632(c). In other words, a communication is confidential “if a party to  
2 that conversation has an objectively reasonable expectation that the conversation is  
3 not being overheard.”

4 28. In light of the sensitive nature of the personal financial and related  
5 information being discussed in the calls with Defendants, Plaintiff had an  
6 objectively reasonable expectation of privacy – in that EWING reasonably  
7 expected that the conversations were not being overheard, monitored and/or  
8 recorded.  
9

10 29. The absence of any such advisement would lead a California  
11 consumer to reasonably anticipate that his/her telephone call was not being  
12 recorded. In November 2011, the California Court of Appeal in *Kight v. CashCall,*  
13 *Inc.*, 200 Cal. App. 4th 1377, 1385 (2011), held that an automated advisory that the  
14 call “may be monitored and recorded for quality assurance” does not constitute  
15 adequate notice to the call recipient.  
16

17 30. In violation of the CIPA, Defendants recorded Plaintiff's telephone  
18 calls without EWING's express consent.  
19

20 31. Defendants have engaged in a pattern and practice of recording a  
21 substantial percentage of the telephonic communications with individuals located  
22 in California.  
23

24 32. Defendants intentionally, and without the consent of all parties, by  
25



1 means of an electronic recording device, recorded confidential telephonic  
2 communications with Plaintiff EWING.

3 33. The complaint here is timely filed. The applicable statute of  
4 limitations for violations of the CIPA is one year (Cal. Civ. Proc. Code §340(a).  
5

6 34. This Complaint is thus timely filed and Defendants have been on  
7 timely notice.

8 **CAUSES OF ACTION**

9 **(For Statutory Damages and Injunctive Relief for Violations of Cal. Penal**  
10 **Code Sections 632 and 637.2(a)-(b))**

11  
12 35. Plaintiff incorporates by reference all of the above paragraphs of this  
13 Complaint as though fully stated herein.

14  
15 36. At all times relevant herein, MEMBAR RACKETEER's Defendants  
16 routinely communicated by telephone with Plaintiff in connection with attempts to  
17 sell products of Defendants.

18  
19 37. At all times relevant herein, LENDMARK Defendants made use of a  
20 software  
21 system that enabled them to secretly record confidential telephone conversations  
22 between Plaintiff .

23  
24 38. In each of his conversations with LENDMARK Defendants, Plaintiff  
25 discussed his confidential personal financial circumstances and affairs, on each

1 account. It was reasonable for the Plaintiff to expect that the conversations would  
2 be confined to the parties to the conversation, and that his conversations were not  
3 being overheard or recorded.

4 39. Each of the conversations between LENDMARK's Defendants and  
5 EWING was a "confidential communication" within the meaning of  
6 California Penal Code section  
7 632(c).

8 40. California Penal Code section 632 prohibits a party from recording  
9 such conversations without first informing all parties to the conversation that the  
10 conversation is being recorded. Defendants' confidential telephone  
11 communications with Plaintiff were secretly and surreptitiously recorded by  
12 Defendants, without obtaining consent to record such conversations.

13 41. LENDMARK Defendants' practice of recording telephone  
14 conversations with Plaintiff violated California Penal Code section 632(a).

15 42. Pursuant to California Penal Code §637.2(a)(1), Plaintiff is entitled to  
16 recover statutory damages in the amount of \$5,000 per violation. Plaintiffs'  
17 counsel is also entitled to attorneys' fees and costs pursuant to Cal. Civ. Proc. Code  
18 §1021.5. Plaintiff consulted with several California licensed attorneys and paid for  
19 said legal advice to enable him to bring this suit.

20 43. Pursuant to California Penal Code §637.2(b), Plaintiff also seeks a  
21  
22  
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25

1 preliminary and permanent injunction to restrain Defendants from committing  
2 further violations of CIPA and to prohibit and prevent Defendants from making  
3 future death threats to Plaintiff and his family.

4 44. Pursuant to California Penal Code §637, Defendants have willfully  
5 disclosed the contents of Plaintiff's telephonic communications to a third party  
6 without EWING's consent.  
7

8 **RICO CONSPIRACY 18 U.S.C. §1964(c)**

9 45. Plaintiff incorporates by reference all of the above paragraphs of this  
10 Complaint as though fully stated herein.  
11

12 46. Defendants, and each of them, have engaged in the predicate acts of  
13 wire fraud and money laundering which supports the claim of violation of 18  
14 U.S.C. §1962(d) and (c), conspiracy to conduct racketeering affairs through a  
15 pattern of racketeering activity. Additionally, Defendants have made express and  
16 intentional threats directly at Plaintiff that were within the course and scope of the  
17 racketeering enterprise's operations. The enterprise is the combination of the  
18 entities named herein as defendants. Specifically, the MEMBAR RACKETEERS  
19 is the enterprise. The period of the conspiracy has lasted from at least April 2016  
20 forward to present day. Upon information and belief, the conspiracy began in 2013  
21 when Defendant KOFMAN created LENDMARK and MEMBAR. There are two  
22 or more acts that form the basis of racketeering engaged in by Defendants by using  
23  
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1 the wires of the United States to illegally record Plaintiff's telephonic conversations  
2 and laundering over \$10,000 of the proceeds of the wire fraud through financial  
3 institutions. Defendants engaged in the fraudulent use of the wires to threaten and  
4 extort Plaintiff into handing over money or property to Defendants. Defendants  
5 are also engaging in voluminous spam calling in direct violation of 47 U.S.C. §227  
6 to solicit confidential information over the wires of the United States. Defendant  
7 LENDMARK is associated with and a member of the enterprise as alleged and  
8 described above by Plaintiff. Defendant LEANDMARK knowingly committed at  
9 least two of the predicate acts herein described. The predicate acts formed a  
10 pattern of racketeering activity by having the same or similar purposes, results,  
11 participants, victims, or methods of commission, or were otherwise interrelated by  
12 distinguishing characteristics LENDMARK so that they were not isolated events.  
13 The predicate acts amounted to, or threatened the likelihood of, continued criminal  
14 activity posing a threat of continuity projecting into the future and through the  
15 commission of the two or more connected predicate acts, the Defendants  
16 conducted or participated in the conduct of the affairs of the enterprise. The  
17 enterprise was engaged in, or its activities affected, interstate commerce. The use  
18 of the wires and the laundering of money through financial institutions affects  
19 interstate commerce.  
20  
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1           47. Plaintiff has been injured in his business and property as a direct and  
2 proximate cause of Defendants willful violations of California law as described  
3 above, which is the pattern of racketeering activity. Plaintiff business has suffered  
4 a significant economic downturn as a direct and proximate cause of  
5 LENDMARK's racketeering activities as described herein. Plaintiff has lost  
6 money and revenues that could have been earned but for MEMBAR  
7 RACKETEER's racketeering activity. Defendants did not act by mistake or  
8 accident but rather acted voluntarily and knowingly all while conspiring to defraud  
9 Plaintiff of his privacy, money, business and property. Each and every fraudulent  
10 telephone conversation that forms the basis of this cause of action constituted an  
11 illegal use of the wires in violation of 18 U.S.C §1343.  
12  
13

14           48. Plaintiff demands threefold damages as well as statutorily imposed  
15 attorney fees as a result of Defendant's racketeering activities described above.  
16 Plaintiff has had to consult with a licensed attorney at law to prosecute this action  
17 and those attorney fees are requested to be paid or reimbursed.  
18  
19

20           49. Defendant's actions did not result in nor were caused by the purchase  
21 of or sale of securities.

22           50. Defendant's use of the wires (18 U.S.C. 1343) within the United  
23 States went across state lines and thus constitutes the interstate commerce of the  
24 racketeering enterprise of Defendants.  
25

1           51. Defendants committed two or more acts of racketeering activity  
2 within the ten years prior to filing this cause of action.

3           52. In addition, Defendant's pattern of racketeering activities is the  
4 constant and multiple recording of thousands of telephone calls illegally over an  
5 extended period of time as described above as well as a knowing and intentional  
6 violation of the Do Not Call registry. Moreover, Defendant LENDMARK's  
7 extortionate threats constitute the pattern of racketeering activities.  
8

9           53. Each Defendant named herein engaged, directly or indirectly, in the  
10 pattern of racketeering affairs and activities described above. Defendant  
11 LENDMARKS's overt and express threats to Plaintiff over the telephone also  
12 constitute predicate acts for purposes of racketeering activity.  
13

14           54. Defendants laundered their profits, revenues, expenses and income  
15 from their racketeering activities as defined by 18 U.S.C. 1961(1), through US  
16 financial institutions in violation of 18 U.S.C. §§1956 and 1957. Defendant  
17 LENDMARK has earned, illegally, over \$10,000 in this racketeering enterprise  
18 operation and Defendant LENDMARK has laundered those said funds through  
19 financial institutions in the United States.  
20  
21

22           55. The Defendants specified unlawful activity for purposes of 18 U.S.C.  
23 §1956(c)(7), is 18 U.S.C. §1343 as defined in 18 U.S.C. §1961(1).  
24  
25

**VIOLATION OF 47 U.S.C. §227 DO NOT CALL REGISTRY**

56. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

57. 47 C.F.R. 64.1200(c)(2) prohibits calling any number on the national Do Not Call Registry. 47 C.F.R. 64.1200(a)(1)(iii) states that no person or entity may initiate any commercial purpose telephone call to any cellular telephone that is already on the national do-not-call registry. Plaintiff and Defendants do not and did not ever have any pre-existing or established business relationship at any time. Defendants are not a tax-exempt nonprofit organization or a political organization.

58. Defendants do not have a do not call database. Defendants refused to identify themselves upon request by Plaintiff. Defendants refused to put Plaintiff on their do not call list. Defendants used and employed an automated dialer to call Plaintiff.

59. Defendants do not have a do not call policy that is written.

60. Defendants refused to provide Plaintiff with a written copy of any do not call policy.

61. Defendants do not scrub their call lists against the national do not call list or registry.

62. Defendants do not have any personal relationship with Plaintiff.

1           63. Defendants refused to provide the full name of the caller on the  
2 telephone who initiated the call.

3           64. Defendants refused to provide a telephone number or address at which  
4 the Defendants could be contacted.

5           65. Defendants knowingly and willfully violated the automated-call  
6 requirements under 47 U.S.C. §227(b)(3) and willfully and knowingly violated the  
7 do-not-call-list requirements under 47 U.S.C. §227(c)(5). *Charvat v. NMP, LLC*  
8 (2001, CA6 Ohio) 656 F.3d 440 holds that Plaintiff may recover both \$1500  
9 statutory damages awards even if both violations occurred in the same telephone  
10 call.  
11

12           66. Defendants engaged in unsolicited advertising through the use of  
13 wires in the United States.  
14

15  
16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff requests that the Court enter judgment against  
18 Defendants as follows:

19           A. For statutory damages in the amount of \$5,000 per violation  
20 pursuant to California Penal Code §637.2(a)(1) or, if greater, three times actual  
21 damages as provided in California Penal Code §637.2(a)(2); \$500 plus threefold  
22 damages for intentional violation of the Do Not Call registry for each and every  
23  
24  
25



1 call, failure to maintain an do not call list, and failure to provide a written copy of  
2 do not call policy.

3 B. For punitive damages in an amount to be determined with exactness at  
4 trial herein;

5 C. For threefold damages pursuant to 18 U.S.C. §1964(c);

6 D. For a preliminary and permanent injunction to restrain further  
7 violations of the CIPA, pursuant to California Penal Code §637.2(b);

8 E. For the payment of reasonable attorneys' fees and costs of suit  
9 incurred herein under all applicable statutes and rules including under Cal. Civ.  
10 Proc. Code §1021.5 and 18 U.S.C. §1964;

11 F. For pre- and post-judgment interest at the legal rate; and

12 G. For any other relief that the Court deems just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff is entitled to and demands a trial by jury for all claims so triable.

15 Dated this 21<sup>th</sup> day of April, 2016

16  
17  
18  
19  
20  
21 /s/ Anton A. Ewing  
22 Anton A. Ewing,  
23 Plaintiff in pro per  
24  
25

1                   **DECLARATION IN SUPPORT OF COMPLAINT**

2 I, ANTON EWING, hereby depose, declare and state the following as true and  
3 correct under penalty of perjury under the laws of the State of California:

- 4       1.     I was called multiple times by Defendants herein and said calls were  
5             recorded without my knowledge or consent on April 19, 2015.  
6       2.     My cellular telephone was registered with the national Do Not Call list  
7             more than 31 days prior to any and all calls made to said cell phone.

8 I am competent to testify to the above stated factual assertions.

9                             Dated this 21<sup>th</sup> day of April, 2016

10   /s/ Anton A. Ewing  
11   Anton A. Ewing  
12   Plaintiff in pro per  
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## EXHIBIT A

Date / Time	Contact	Location	Call Type	Minutes	Charge (\$)
04/19/2016 01:37PM	12	OAK GROVE	DT	4	0.00
04/19/2016 01:30PM	12	INCOMING	DT	6	0.00
04/19/2016 01:17PM	123	INCOMING	DT	4	0.00
04/19/2016 01:00PM	877.404.4710	INCOMING	DT	7	0.00
04/19/2016 12:36PM	1234	INCOMING	DT	7	0.00
04/19/2016 10:23AM	12345	INCOMING	DT	1	0.00
04/19/2016 10:10AM	123456	SANTA ANA	DT	3	0.00
04/19/2016 10:08AM	1234567	SNDG SNDG	DT	3	0.00
04/19/2016 08:20AM	12345678	INCOMING	DT	5	0.00
04/18/2016 08:32PM	123456789	INCOMING	DT	5	0.00
04/18/2016 06:52PM	7-1234-5678	SANTA ANA	DT	3	0.00
04/18/2016 06:50PM	7-1234-5678	SANTA ANA	DT	2	0.00
04/18/2016 06:48PM	7-1234-5678	SANTA ANA	DT	2	0.00
04/18/2016 06:22PM	123456	SANTA ANA	DT	3	0.00
04/18/2016 05:11PM	700-1234-5678	INCOMING	DT	3	0.00
04/18/2016 04:27PM	642-884-121	INCOMING	DT	1	0.00
04/18/2016 04:20PM	642-884-121	SNDG SNDG	DT	3	0.00
04/18/2016 03:57PM	642-884-121	INCOMING	DT	15	0.00
04/18/2016 03:57PM	642-884-121	SNDG SNDG	DT	1	0.00
04/18/2016 03:29PM	000.000.0000	BLOCKED	DT	1	0.00
04/18/2016 03:18PM	642-884-121	INCOMING	DT	2	0.00
04/18/2016 03:09PM	642-884-121	INCOMING	DT	1	0.00
04/18/2016 02:41PM	642-884-121	KEYS	DT	13	0.00
04/18/2016 02:23PM	block6	INCOMING	DT	2	0.00
04/18/2016 02:12PM	block6	INCOMING	DT	10	0.00
04/18/2016 02:05PM	642-884-121	Toll Free	DT	2	0.00

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## EXHIBIT B

**Merchant Pre-Qualification Form**

Business Legal Name:

Business DBA Name:

Type of Business  
Entity (Check One)☐ Corporation☐ Limited Liability  
Company☐ Partnership☐ Limited  
Partnership☐ Limited Liability  
Partnership☐ Sole ProprietorDoes the Merchant have any other businesses  
with current AdvanceMe contracts? Check one☐ YES☐ NO

State of Incorporation:

Use of Proceeds:

Physical Street Address:

City:

State:

Zip Code:

Billing Street Address  
(If different than above):

City:

State:

Zip Code:

Physical Location Phone #:

Billing Location Phone #:

Preferred Contact Phone #:

Industry Type: (SIC Code or Description)

☐ Rented ☐ Mortgaged  
Amount:

Current Credit Card Processor:

Gross Annual Sales (Previous year's Tax return):

Date the Business first processed Credit Cards under current  
Ownership/Business Start Date:

Average Monthly Credit Card Volume:

List the total  
VISA/MasterCard  
processing volumes  
from previous four  
months:

Last Month:

Two Months Ago:

Three Months Ago:

Four Months Ago:

\$ # Tickets:

\$ # Tickets:

\$ # Tickets:

\$ # Tickets:

Owner/Officer

Primary Contact ☐

Job Title:

Last Name:

First Name:

SS#:

Date of Birth:

Home Phone:

Street Address:

City:

State:

Zip Code:

**Authorizations**

LendMark Capital Group ("LMCG") and Capital Access Network, Inc. ("CAN") is the parent of AdvanceMe, Inc. ("AMI") and NewLogic Business Loans, Inc. ("NLBL") (collectively, the "CAN Companies"). Each of the CAN Companies offers certain financial products to businesses, and CAN provides certain services to the CAN Companies in connection therewith, including gathering information from applicants and third parties, including credit bureaus, and transmitting such information to the CAN Companies as agent on behalf of the CAN Companies. By signing below, the above listed business ("Merchant") and Owner(s) / Officer(s) (collectively hereafter "Applicants") request that AMI or NLBL as applicable evaluate whether Merchant pre-qualifies for the financial product(s) requested by Merchant, as well as any other financial products offered by either AMI or NLBL for which the Merchant prequalifies. Applicants represent that the information contained on this Merchant Pre-Qualification Form and the credit card processor statements provided to CAN and/or any of the CAN companies are true and correct, and Applicants will immediately notify CAN of any financial change in Applicants. Applicants hereby authorize CAN as agent on behalf of each of the CAN Companies (1) to obtain on any of the Applicants any investigative reports, credit reports (business and personal), statements from creditors or financial institutions, verification of information provided by any of the Applicants, or any other information (collectively "Applicant Information") that the CAN Companies, or either of them, deem necessary or desirable in connection with the evaluations and (2) to transmit this Merchant Pre-Qualification Form, the credit card processor statements and Applicant Information to one or both of the CAN Companies. Applicants also here authorize each of the CAN Companies, acting on its own behalf, to take any one or more of the actions described in part (1) of the immediately preceding sentence. Applicants hereby authorize the release by any creditor or financial institution to CAN, as agent on behalf of the CAN Companies, and to each of the CAN Companies on its own behalf of any information relating to any of the Applicants. Applicants waive and release any claims against CAN, either of the CAN Companies or any creditor, credit bureau or financial institution arising from any act or omission relating to the obtaining or release of information sought by CAN or the CAN Companies. Applicants agree that any pre-qualified terms communicated by or on behalf of CAN and one or more of the CAN Companies are confidential and may not be disclosed to third parties (other than to Applicants' legal or financial advisors or as required by law), except at CAN's express, written direction as agent on behalf of one or more of the CAN Companies.

Owner / Officer's Name: (Print)

Owner / Officer's Signature:

X

Date:

**Sales Information (To be completed by Sales Representative)**

Sales Rep #:

Sales Rep Name:

Sales Rep Contact #:

Additional Contact #:

E-Mail Address:

Requested working capital amount: \$

Merchant email address:

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## EXHIBIT C

Domain Name: LENDMARKSOLUTIONS.COM  
Registry Domain ID: 1794774002\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: http://www.godaddy.com  
Update Date: 2015-04-29T19:58:12Z  
Creation Date: 2013-04-18T16:06:42Z  
Registrar Registration Expiration Date: 2016-04-18T16:06:42Z  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: abuse@godaddy.com  
Registrar Abuse Contact Phone: +1.4806242505  
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited  
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited  
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited  
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited  
Registry Registrant ID: Not Available From Registry  
Registrant Name: alex kofman  
Registrant Organization: membar inc.  
Registrant Street: 2885 west 12 street  
Registrant Street: 3k  
Registrant City: brooklyn  
Registrant State/Province: New York  
Registrant Postal Code: 11224  
Registrant Country: US  
Registrant Phone: 9173049014  
Registrant Phone Ext:  
Registrant Fax:  
Registrant Fax Ext:  
Registrant Email: akofman@aol.com  
Registry Admin ID: Not Available From Registry  
Admin Name: alex kofman  
Admin Organization: membar inc.  
Admin Street: 2885 west 12 street  
Admin Street: 3k  
Admin City: brooklyn  
Admin State/Province: New York  
Admin Postal Code: 11224  
Admin Country: US  
Admin Phone: 9173049014  
Admin Phone Ext:  
Admin Fax:  
Admin Fax Ext:  
Admin Email: akofman@aol.com  
Registry Tech ID: Not Available From Registry  
Tech Name: alex kofman  
Tech Organization: membar inc.  
Tech Street: 2885 west 12 street  
Tech Street: 3k  
Tech City: brooklyn  
Tech State/Province: New York  
Tech Postal Code: 11224  
Tech Country: US  
Tech Phone: 9173049014  
Tech Phone Ext:  
Tech Fax:  
Tech Fax Ext:  
Tech Email: akofman@aol.com  
Name Server: NS45.DOMAINCONTROL.COM  
Name Server: NS46.DOMAINCONTROL.COM  
DNSSEC: unsigned



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## EXHIBIT D

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through April 18, 2016.

---

Selected Entity Name: MEMBAR INC.

Selected Entity Status Information

**Current Entity Name:** MEMBAR INC.

**DOS ID #:** 3877431

**Initial DOS Filing Date:** NOVEMBER 10, 2009

**County:** KINGS

**Jurisdiction:** NEW YORK

**Entity Type:** DOMESTIC BUSINESS CORPORATION

**Current Entity Status:** ACTIVE

Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

MEMBAR INC.

714 3RD AVE.

BROOKLYN, NEW YORK, 11232

**Registered Agent**

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not

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## EXHIBIT E

Domain Name: LENDMARKCAPITALGROUP.COM  
Registry Domain ID: 1801012976\_DOMAIN\_COM-VRSN  
Registrar WHOIS Server: whois.godaddy.com  
Registrar URL: <http://www.godaddy.com>  
Update Date: 2015-04-29T19:59:07Z  
Creation Date: 2013-05-13T17:35:46Z  
Registrar Registration Expiration Date: 2016-05-13T17:35:46Z  
Registrar: GoDaddy.com, LLC  
Registrar IANA ID: 146  
Registrar Abuse Contact Email: [abuse@godaddy.com](mailto:abuse@godaddy.com)  
Registrar Abuse Contact Phone: +1.4806242505  
Domain Status: ok <http://www.icann.org/epp#ok>  
Registry Registrant ID: Not Available From Registry  
Registrant Name: alex kofman  
Registrant Organization: membar inc.  
Registrant Street: 2885 west 12 street  
Registrant Street: 3k  
Registrant City: brooklyn  
Registrant State/Province: New York  
Registrant Postal Code: 11224  
Registrant Country: US  
Registrant Phone: 9173049014  
Registrant Phone Ext:  
Registrant Fax:  
Registrant Fax Ext:  
Registrant Email: [akofman@aol.com](mailto:akofman@aol.com)  
Registry Admin ID: Not Available From Registry  
Admin Name: alex kofman  
Admin Organization: membar inc.  
Admin Street: 2885 west 12 street  
Admin Street: 3k  
Admin City: brooklyn  
Admin State/Province: New York  
Admin Postal Code: 11224  
Admin Country: US  
Admin Phone: 9173049014  
Admin Phone Ext:  
Admin Fax:  
Admin Fax Ext:  
Admin Email: [akofman@aol.com](mailto:akofman@aol.com)  
Registry Tech ID: Not Available From Registry  
Tech Name: alex kofman  
Tech Organization: membar inc.  
Tech Street: 2885 west 12 street  
Tech Street: 3k  
Tech City: brooklyn  
Tech State/Province: New York  
Tech Postal Code: 11224  
Tech Country: US  
Tech Phone: 9173049014  
Tech Phone Ext:  
Tech Fax:  
Tech Fax Ext:  
Tech Email: [akofman@aol.com](mailto:akofman@aol.com)  
Name Server: NS1.WIX.COM  
Name Server: NS2.WIX.COM  
DNSSEC: unsigned  
URL of the ICANN WHOIS Data Problem Reporting System: <http://wdprs.internic.net/>

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## EXHIBIT F

# NYS Department of State

## Division of Corporations

### Entity Information

The information contained in this database is current through April 18, 2016.

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Selected Entity Name: LEND MARK CAPITAL GROUP INC.  
Selected Entity Status Information  
**Current Entity Name:** LEND MARK CAPITAL GROUP INC.  
**DOS ID #:** 4397017  
**Initial DOS Filing Date:** MAY 01, 2013  
**County:** KINGS  
**Jurisdiction:** NEW YORK  
**Entity Type:** DOMESTIC BUSINESS CORPORATION  
**Current Entity Status:** ACTIVE

#### Selected Entity Address Information

**DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)**

LEND MARK CAPITAL GROUP INC.  
2340 86TH ST.  
2ND FL  
BROOKLYN, NEW YORK, 11214

#### Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate

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## EXHIBIT G

**Anton A. Ewing, JD <anton@antonewing.com> 04/19/16 15:15**

Print

Cancel

**From:** "Alex Kofman" <alex@lendmarksolutions.com>  
**To:** "'SD Drone Videos'" <sddronevideos@gmail.com>  
**Received-On:** Today 15:08  
**Subject:** RE: FW: Lend Mark Capital Group  
More...

External images are hidden for your safety. [Load External Images](#) | [View Options](#)

Which state court are we meeting in? NY or California? Can we please do it in Cali? Pretty please.....I really like the beaches there and the food is awesome. But really, Mr. Anton if you think your pathetic half assed scare tactics are working I assure you they are not. Were you really a victim of fraud or is that just a story you make up to try to pull of these bullshit scams...

I am from Brooklyn, NY not some bumble fuck hillbilly town like you and its gonna take a bit more than this to rattle my tail. I'll be waiting for that court date....but forgive me if I don't hold my breath.

p.s. Very crafty how you found me on linked in. Very good investigative work....you caught me red handed....have you considered a career in criminal justice?

---

**From:** SD Drone Videos [mailto:sddronevideos@gmail.com]  
**Sent:** Tuesday, April 19, 2016 6:00 PM  
**To:** Alex Kofman  
**Subject:** Re: FW: Lend Mark Capital Group

see you in court Mr. Kofman.

I am going to shut down your illegal operation of violating the DNC. Shame on you.

On Tue, Apr 19, 2016 at 2:57 PM, Alex Kofman <alex@lendmarksolutions.com> wrote:

Anton, is this how you plan on getting your new camera? Good luck to you buddy. Paranoia is a serious condition and you should get it checked out. This made my night, what a joke....



---

**From:** SD Drone Videos [mailto:[sddronevideos@gmail.com](mailto:sddronevideos@gmail.com)]

**Sent:** Tuesday, April 19, 2016 5:48 PM

**To:** Alex Kofman

**Subject:** Re: FW: Lend Mark Capital Group

I am going to file a lawsuit in the next hour. I am on the Do Not Call list. Confirm at [www.donotcall.gov](http://www.donotcall.gov)

You will want to find out how you got my number.

Do not destroy any evidence.

On Tue, Apr 19, 2016 at 2:39 PM, Alex Kofman <[alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com)> wrote:

No I did not record our call. What does a tape recorder sound like??

Anton, I do realize you went through a terrible situation with identity theft but I assure you I have no interest in anything but getting you a business loan or saving you money on shipping. Let's get on a call tomorrow and clear the air once and for all. At this point I don't want to do anything until you give me a confident green light.

---

**From:** SD Drone Videos [mailto:[sddronevideos@gmail.com](mailto:sddronevideos@gmail.com)]

**Sent:** Tuesday, April 19, 2016 5:26 PM

**To:** Alex Kofman

**Subject:** Re: FW: Lend Mark Capital Group

My last question is then, did you record our telephone call? It sounded like there was a tape recorder. That kind of freaked me out a bit.

On Tue, Apr 19, 2016 at 2:21 PM, Alex Kofman <[alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com)> wrote:

I totally understand Anton. I am out of the office for the day but if you are up for it, let's get on a video chat some time tomorrow and you can put a face to the voice plus I can show you around our office to put your mind at ease. Believe it or not I actually did this with other clients who can confirm this and can also vouch for our services and professionalism! The last thing I want is for you to feel uncertain about me or our company.

---

**From:** SD Drone Videos [mailto:[sddronevideos@gmail.com](mailto:sddronevideos@gmail.com)]

**Sent:** Tuesday, April 19, 2016 5:12 PM

**To:** Alex Kofman

**Subject:** Re: FW: Lend Mark Capital Group

Its just that I am giving you my social security number and I don't even know you and I can't seem to confirm anything about you. That's all. Hope you can appreciate that.

I was a victim of identity theft about 7 years ago [REDACTED] I am just now getting back on my feet from that mess.

On Tue, Apr 19, 2016 at 2:10 PM, SD Drone Videos <[sddronevideos@gmail.com](mailto:sddronevideos@gmail.com)> wrote:

Do you have a web page? [www.lendmarksolutions.com](http://www.lendmarksolutions.com) is not much

On Tue, Apr 19, 2016 at 1:57 PM, SD Drone Videos <[sddronevideos@gmail.com](mailto:sddronevideos@gmail.com)> wrote:

"LendMarkCapitalGroup("LMCG")andCapitalAccessNetwork,Inc.("CAN")istheparentofAdvanceMe,Inc. ("AMI")andNewLogicBusinessLoans,Inc.("NLBL")(collectively,... "

So, this is confusing. Which company am I actually dealing with here?

On Tue, Apr 19, 2016 at 1:16 PM, Alex Kofman <[alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com)> wrote:

---

**From:** Alex Kofman [mailto:[alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com)]

**Sent:** Tuesday, April 19, 2016 4:13 PM

**To:** 'sddronevideos@gmail.com'

**Subject:** Lend Mark Capital Group

Hi Anton, it was a pleasure catching up with you today! As per our conversation, please fill out the attached application and email or fax back along with 6 months of your most recent business bank statements. Once we receive the documents it will take one business day to get an offer out. We look forward to servicing your business needs!

Best regards,

Alex Kofman

Managing Director

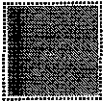
Lend Mark Capital Group Inc.

Office: 877-404-4710 ext. 105

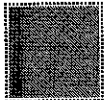
Fax: 888-434-9080

Email: [alex@lendmarksolutions.com](mailto:alex@lendmarksolutions.com)

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